bound to provide as long as the marriage is not declared void. Many of the earlier New York cases involving this question can be reconciled because of the distinction between a void and voidable marriage, that the first is void ab initio and no rights can be acquired under it, while the second is valid until annulled. *Gore* v. *Gore,* 103 App. Div. 74, 92 N. Y. Supp. 634; *Griffin* v. *Griffin,* 47 N. Y. 134; *Higgins* v. *Sharp,* 164 N. Y. 4, 58 N. E. Rep. 9. The principal case seems to go farther and declare that there can be no alimony in either case. Many courts hold there should be an allowance of suit money even in the case of a void marriage. *Strode* v. *Strode,* 3 Bush (Ky.) 227, 96 Am. Dec. 211; *Lea* v. *Lea,* 104 N. C. 603, 10 S. E. Rep. 488, 17 Am. St. Rep. 692.

MASTER AND SERVANT—FELLOW SERVANT OR VICE PRINCIPAL.—Plaintiff was employed in levelling dirt, etc., in front of a steam shovel. While he was so engaged the operator moved the shovel forward and plaintiff was injured. The operator, beside operating the machine, employed and directed the men who worked with him in the gang, made out their time checks, superintended the work and discharged the men at times. *Held,* that the operator was not a vice principal but was a fellow servant and the defendant company was not liable. *Mollhoff* v. *Chicago, R. I. & P. R. Co.* (1906), — Okl. —, 82 Pac. Rep. 733.

The principal case follows *Reummeli* v. *Cahill,* 14 Okl. 422, and the rule laid down by the United States Supreme Court and defines a vice principal to be one placed in the absolute control and management of an entire business, or of a distinct and separate department. In applying this rule the court says that it is a matter of common knowledge that the defendant corporation operates a great railway system and to infer that the repair department consists of one steam shovel and half a dozen men placed under the exclusive control of and management of Butler (the operator) is to infer the ridiculous. And as of course the plaintiff was unable to prove such control the operator was held to be a fellow servant. The case would seem to sustain the opinion of the court of appeals that the famous case of *Chicago, M. & St. Paul R. R.* v. *Ross,* 112 U. S. 77, 28 L. Ed. 787, 5 Sup. Ct. Rep. 184, had been overruled. 2 LABATT MASTER & SERVANT, p. 1525, and cases cited. In that case a conductor was held to be a vice principal as to the members of his train crew. However, the case of *New England R. R. Co.* v. *Conroy Admr.,* 175 U. S. 323, 44 L. Ed. 181, 20 Sup. Ct. Rep. 85, holds that a freight conductor is not ipso facto a vice principal. Later the United States Supreme Court, in *B. & O. R. R.* v. *Baugh,* 149 U. S. 368, 37 L. Ed. 772, 13 Sup. Ct. Rep. 914, takes the position that the *Ross* case is not entirely overruled and leaves intact the doctrine that a conductor may possibly be shown to be the head of a department, and hence a vice principal. Of course, if a conductor may have such authority as to be practically in charge of the department it would seem that it would not be necessary to prove that the operator in the principal case was in charge of the entire repair department to make him a vice principal as to the plaintiff. But perhaps as suggested by Mr. Kales in 2 MICHIGAN LAW REVIEW 79, the United States courts have abandoned the idea that

the business relationship is of any ultimate importance and have adopted instead the theory of the nature of the act as controlling. The case under discussion would strengthen that idea.

MORTGAGES — ASSIGNED WITHOUT THE DEBT — PRIORITY OF RECORD.—A assigned a bond and mortgage as collateral to B, but only the bond was delivered to him. A later assigned the bond and mortgage to C. He delivered the mortgage and made affidavit that he was the owner of the bond. C recorded his assignment prior to that of B. In a suit to foreclose a prior mortgage B and C come in as defendants to have their rights determined. While the court *held* that the assignment of the mortgage without the bond put C on inquiry as to the ownership and possession of the bond which was not satisfied by A's affidavit that he was the owner thereof, it left undecided the question as to whether the assignment of a bond which carried a mortgage security with it would be good as against the prior recorded assignment of the same bond and mortgage where only the mortgage had been delivered. *Syracuse Savings Bank* v. *Merrick et al* (1905), — N. Y. —, 75 N. E. Rep. 232.

In the case of *Merritt* v. *Bartholick*, 47 Barb. 253, the court held that the assignment of a mortgage without the accompanying bond, whether by writing or parol, and as collateral or otherwise, is a nullity, and the assignee acquires no interest, especially as against a subsequent assignee of both the bond and the mortgage. See also *Merritt* v. *Bartholick*, 36 N. Y. 44. If it is a nullity as to subsequent assignees much more so would it be a nullity as to prior assignees. Recording an assignment which is of itself a nullity can give it no force and effect. It would seem, therefore, that the assignment of the mortgage without the bond should not only be notice sufficient to put C on inquiry as to the ownership and possession thereof, but that it would also be notice to him that until he had reduced the bond to his possession, either actual or constructive, he had no rights under the mortgage regardless of the record of the assignment of it to him.

MUNICIPAL CORPORATIONS—CONTRACT—DONATIONS FOR PRIVATE PURPOSE. —City contracted with a private manufacturing corporation to donate to it $2,500 of the public funds on condition that it would maintain its factory within the city for ten years. On breach of a bond given by the corporation to secure performance of this condition, the city brought suit. *Held*, that the contract was void and city could not recover on the bond. *Collier Shovel and Stamping Co.* v. *City of Washington* (1905), — Ind —, 76 N. E. Rep. 122.

The power of a city to make appropriations of public money for the aid of manufactories is generally denied on the ground that the power to appropriate depends on the power to lay and collect taxes to pay the appropriation and the right of taxation cannot be used in aid of a private enterprise, where the direct object is the aid of such an enterprise even though the incidental benefit to the public is large. *Loan Association* v. *Topeka*, 87 U. S. 655; *Weismer* v. *Douglas*, 64 N. Y. 91. A contract agreeing to make such appropriations is void as against public policy, according to the principal case and